

Agreement
Between
The Sioux Falls School District 49-5
&
Administrators Association
July 1, 2019 – June 30, 2022

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Agreement
Between
The Sioux Falls School District 49-5
&
Administrators Association
July 1, 2019 – June 30, 2022

Article I
Agreement

A. Recognition Statement -- The School Board of Sioux Falls School District 49-5 recognizes the Sioux Falls Administrators' Association as the exclusive representative of all Administrative employees of the School Board in respect to wages, hours of employment, or other conditions of employment. The Superintendent, the Assistant Superintendents, the Comptroller, the Sr. Human Resources Director, and the In-House Counsel are excluded from this Agreement.

B. Definitions

“Administrator” means an Administrator within the recognized bargaining unit.

“Agreement” means this negotiated contract between the Sioux Falls School District and the Sioux Falls Administrators' Association.

“Association” means the Sioux Falls Administrators' Association.

“Board” means the Board of the Sioux Falls School District.

“Contract days” means annual contract days minus vacation days.

“District” means the Sioux Falls School District.

“Per Diem” means the total salary divided by contract days.

“Receipt” means the date of confirmed hand delivery or USPS confirmed delivery date.

Article II
Negotiations Procedure

Both the District and the Association agree to meet at such times as is reasonably necessary to provide an opportunity for the conduct of good faith negotiations, in accordance with SDCL 3-18-2.

Article III **Grievance Procedures**

The purpose of the grievance procedures is to provide a just and equitable method for resolution of Grievances without discrimination, coercion, restraint, or reprisal, against any Administrator who may submit or be involved in a Grievance.

“Grievance” means a complaint by an Administrator concerning a violation of the existing provisions of this Agreement.

“Aggrieved Person” is the Administrator making the claim and when the Association is making the claim on its own behalf, the Association.

The parties hereto acknowledge that it is usually most desirable for an Administrator and the immediately involved supervisor to resolve problems through informal communications. If, however, the informal process fails to resolve the matter, a Grievance may be processed as follows:

A. Levels of Grievance Procedure:

Level I The Administrator shall file and sign a formal written Grievance within thirty (30) calendar days of the alleged violation, or within thirty (30) calendar days of when the alleged violation was discovered, or through reasonable diligence should have been discovered. The Aggrieved Person shall present the signed Grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) calendar days after receipt of the written Grievance. The Aggrieved Person, and if he/she chooses, a designated representative from the Association, and the immediately involved supervisor shall be present for the meeting. The immediately involved supervisor may include one representative in the meeting. Within ten (10) calendar days of the meeting, the Aggrieved Person shall be provided with a written response, including the reasons for the decision.

Level II If the Grievance is not resolved at Level I, then the Aggrieved Person may file the Grievance with the Superintendent or Designee within twenty (20) calendar days of receipt of the Level I decision. The Superintendent or Designee shall arrange with the Aggrieved Person for a meeting to take place within ten (10) calendar days of the Superintendent’s receipt of the Grievance. The Aggrieved Person, and if he/she chooses, up to two designated representatives from the Association, and any witnesses, may be present for the meeting. The immediately involved supervisor and up to two representatives may also be present. Within ten (10) calendar days of the meeting, the Aggrieved Person shall be provided with the Superintendent or Designee’s written response, including the reason for the decision.

Level III If the Grievance is not resolved at Level II, then the Aggrieved Person may file the Grievance to the Board within twenty (20) calendar days of receipt of the

Level II decision. The Board shall arrange for a hearing within thirty (30) calendar days of the receipt of the Grievance. Each party shall have the right to representation and such witnesses as it deems necessary. Within fourteen (14) calendar days of the hearing, the Aggrieved Person shall be provided with the Board's written response, including the reasons for the decision.

Level IV If the Aggrieved Person is not satisfied with the disposition of the Grievance at Level III, or if no written decision has been rendered within fourteen (14) days after the hearing at Level III, the Aggrieved Person may file the Grievance with the South Dakota Department of Labor and Regulation. If such appeal is not filed within thirty (30) calendar days of the date of the Level III decision the Grievance shall be deemed withdrawn.

- B. Bypass to Board - If the Aggrieved Person and the Superintendent agree in writing, Level I and Level II of the grievance procedure may be bypassed.
- C. Bypass to South Dakota Department of Labor and Regulation - If the Superintendent, the Board and the Aggrieved Person agree in writing, a grievance may be submitted directly to the Department of Labor and Regulation.
- D. Board/Association Cooperation - The Board and the Association shall cooperate with the Aggrieved Person in the investigation of any Grievance.
- E. No Reprisals Clause - No reprisals shall be taken by the District or the Board against an Administrator due to participation in a grievance.
- F. Release Time - When a hearing is held during working hours, neither the Aggrieved Person nor any necessary witness shall be penalized by loss of pay. Such absence shall be reported as Court and Jury Leave.
- G. Filing of Materials - All records related to a Grievance shall be filed separately from the personnel files of the Aggrieved Person.
- H. Grievance Withdrawal - A Grievance may be withdrawn at any level without establishing precedent.

Article IV

Compensation and Salary Schedule Placement

The compensation of Administrators will be based upon the schedule adopted by the Board and the Association and will be approved annually.

A. Placement on Salary Schedule – Current Administrators

1. An Administrator transferred to a position of a higher-grade level will remain on the same step placement as determined for the prior year if there is no loss in per diem compensation.

2. An Administrator involuntary transferred for the following year to a position at a lower grade level will be placed upon the next step at the lower grade level, step five being maximum (during years when a step movement is negotiated). If the new step placement is at a lower salary than currently being earned, the Administrator will receive no change in per diem compensation until the salary schedule becomes commensurate with the Administrator's current salary. However, if the transfer is made as part of a Performance Improvement Plan, the Administrator will receive the compensation commensurate with the new position.
3. An Administrator placed upon a Performance Improvement Plan will receive no increase in compensation or step while the plan is active. Movement on the schedule will begin after successful completion of the plan, effective the next contract year.

B. Experience Credit

1. In-District personnel will be credited one step on the salary schedule for one year of experience.
2. Out-of-District personnel will be credited with up to one step on the salary schedule for each year of experience.
3. For the purposes of determining experience credit, like experience will be principal-to-principal, assistant principal-to-assistant principal, supervisor-to-supervisor, etc.
4. An Administrator will advance to Step 6 of the salary schedule when the Administrator is in at least his/her 10th year of experience as a Sioux Falls School District Administrator and is in at least his/her 25th year of related work experience, based on the fiscal year for which salary is being determined.
 - a. For the purpose of advancement to Step 6, the related work experience required is defined as work experience related to the Administrator's role in the District and requiring a bachelor's degree to be hired. However, if the Administrator's role does not require at least a bachelor's degree, the bachelor's degree requirement for prior work experience does not apply. Related work experience shall be determined by the Human Resources Department upon hire into an Administrator position. If the Administrator disagrees with the related work experience determination, the Administrator may file a written appeal of the determination to the Superintendent within two weeks of receiving the notification from Human Resources. The Superintendent's determination is final.

C. Administrator Salary Schedule – See Appendix A

1. The annual salary adjustment will be the "Salary Change" calculated as follows:
 - a. "Allocation" is the Target Teacher Salary as defined in SDCL Chapter 13-13. The Allocation also includes any funds appropriated by the State outside the formula for

school district general fund purposes that are distributed on a per pupil basis. However, any funds appropriated by the State to schools on a per student basis – either in or outside the formula – that contain stipulations that adversely affect the amount of discretionary dollars available to the District are not considered part of the Allocation.

- b. The annual Salary Change is the percent change in the new Allocation (i.e. the fiscal year for which the salaries are being adjusted) compared to the previous year Allocation subject to the conditions below.
 - c. If during the term of this Agreement, the Target Teacher Ratio, Target Teacher Benefits, or the Overhead Rate -- other than the adjustment for other funds -- contained in SDCL 13-13 are changed, the Allocation will be adjusted accordingly (e.g. an increase in the Target Teacher Benefits that increases Local Need as defined in SDCL 13-13 by 1% per pupil will increase the Allocation by 1%).
 - d. If during the term of this Agreement there is a change in the State funding formula for education other than contemplated above, the District and the Association will meet to determine the effect on the salary portion of this Agreement.
 - e. If the Allocation increase is between 1.5% and 2%, the Salary Change is 2%. If the Allocation increase is above 3.5% but at or below 4%, the Salary Change is 3.5%. If the Allocation increase is below 1.5% or above 4%, the District and the Association will split the difference.
 - f. However, if the District provides additional salary enhancement of at least 0.75 percent and increases the salary schedule by at least 0.75 percent for Teachers, the District will also provide a salary enhancement of at least 0.75 percent and increase the salary schedule by at least 0.75 percent for Administrators.
2. Throughout this Agreement, the cost of steps is applied first, and the remaining dollars will be put on the schedule. Movement to Step 6 of the Schedule will cost against the schedule when the individual Administrator has had four prior years on Step 6. However, in any given year, the total cost against the schedule for movement to Step 6 shall not exceed 1%.

D. Insurance Premium

The District will pick up the District portion of the benefit increase cost throughout the length of this Agreement. However, the District will increase its share of the health insurance premium up to 5% per year, not to exceed on average 81% or the previous year's percent, whichever is less, of total premium for a 1.0 FTE.

Article V

Insurance Benefits

Each Administrator shall be entitled to all insurance benefits in force in the District.

A. Life Insurance

All Administrators shall receive \$50,000 of term life insurance at District expense.

B. Worker's Compensation

1. The District provides worker's compensation benefits to employees who qualify for such benefits in accordance with South Dakota Law, SDCL Title 62.
2. The administration of worker's compensation shall be determined by the District.
3. An Administrator absent due to injury or illness compensable under South Dakota's worker's compensation statutes shall choose either Option "A" or Option "B" of this policy.

Option "A" The Administrator may use personal sick leave (excluding the sick leave bank) and vacation benefits to receive regular salary, with regular deductions being made, as long as the Administrator is determined by the District's worker's compensation insurance provider or third-party administrator to be unable to return to work. The Administrator shall endorse and surrender to the District all worker's compensation checks received by the Administrator, and for each day of such absence an appropriate deduction from sick leave or vacation shall be made so as to compensate the District for the difference between the worker's compensation benefit and the Administrator's pay. For example, if the worker's compensation benefit is two-thirds of the Administrator's pay, one-third of a day shall be deducted from sick leave or vacation for each day of such absence. When the Administrator has exhausted sick leave and vacation, the Administrator shall automatically be changed to Option "B".

Option "B" The Administrator shall be placed on an unpaid leave of absence for a maximum of one year. The Administrator shall receive no pay or benefits from the District and shall only be entitled to receive the appropriate compensation under worker's compensation, as determined by the District's worker's compensation insurance provider or third-party administrator. During the unpaid leave the Administrator may continue to participate in the District's group insurance plans by paying one hundred per cent (100%) of the premiums.

The period of time an Administrator on a worker's compensation absence may retain his/her position with the District shall not exceed the longer of

one (1) year or the time available pursuant to Option “A”. If an Administrator chooses to not utilize Option “A”, the period of time shall be one (1) year.

Article VI

Leaves

Each Administrator shall be entitled to all leaves in force in the District with respect to Teachers, on the same terms and conditions as Teachers, as stated in the Collective Bargaining Agreement between the School Board of the Sioux Falls School District 49-5 and the Sioux Falls Education Association (Teacher’s Agreement), unless different terms are provided in this Article VI.

Leaves not available to Administrators

A. Continuing Education Leave Without Pay

Leaves with differing terms than Teacher’s Agreement

B. Personal Illness Leave

1. One and one-quarter (1.25) days per month of contract will be granted as current sick leave. The grant will be made on a prorated basis if the Administrator is employed for a period of less than one (1) school year.
2. Sick leave days not used by an Administrator shall be permitted to accumulate to a maximum number of days equal to the Administrator’s contracted working days including paid holidays (accumulated leave).
3. The District shall require the Administrator after three (3) days of illness or injury, or when abuse is suspected, to furnish a certificate from a physician or other licensed practitioner certifying that the employee was unable to perform normal duties during an absence for which compensation is required to be paid under this Section.

When an Administrator is required to furnish a certificate from a physician or other licensed practitioner as specified above, the cost of the certificate shall be at the expense of the Administrator. Any deduction from sick leave for purposes other than sick leave shall be itemized according to the type of leave for which the deductions were made on the Administrator’s record.

C. Personal Leave

1. a. Each eleven and twelve-month Administrator shall be eligible for one (1) day of personal leave to be deducted from current sick leave.
- b. Each ten-month Administrator shall be eligible for two (2) days of personal leave to be deducted from current sick leave.

2. Personal leave may not be taken during the first five (5) days of student attendance in the fall or during the last five (5) days of student attendance in the spring. This restriction does not apply to central office Administrators.
3. The leave will not be cumulative. In lieu of taking the first day of personal leave the Administrator may elect to be reimbursed for the leave at the Administrator's per diem rate. If the Administrator is reimbursed for the day it shall be deducted from current sick leave. Ten-month Administrators who elect this option are not eligible for the second day of personal leave.

D. Wellness Leave

1. Wellness leave of one (1) day may be taken if all eligibility requirements are met. This leave shall be available to all Administrators who were employed by the District the entire preceding school year and who took no sick leave, family illness leave, or long term health leave during that preceding year. The use of bereavement leave shall not be a disqualifier for this leave. Taking the leave itself shall not disqualify an Administrator from earning it the next year.
2. Wellness leave may not be taken during the first five (5) days of student attendance in the fall or during the last five (5) days of student attendance in the spring. This restriction does not apply to central office Administrators.
3. The leave will not be cumulative. In lieu of taking the day of wellness leave, the Administrator may elect to be reimbursed for the leave at the Administrator's per diem rate.

E. Association Leave

An Administrator serving in a state or national office of a professional organization will be granted Association Leave as mutually agreed upon by the Association and the Superintendent.

F. Vacation

1. Twelve-month Administrators and eleven-month Administrators are granted twenty (20) days of vacation per year.
2. These days may not be used during the first five (5) days of student attendance in the fall or during the last five (5) days of student attendance in the spring. This restriction does not apply to central office Administrators. The accumulated total may not exceed forty (40) days including days currently being earned.
3. Principals will make requests for vacation to the Superintendent or Designee. All other Administrators will make requests to their immediately involved supervisor and will follow District procedure for reporting absences. (Time Management)

4. An Administrator who resigns in accordance with Article VIII will be compensated for accumulated vacation days up to a maximum of 40 days. If an Administrator resigns after a contract for the next year is signed, he/she will forfeit all accumulated vacation rights.

Article VII **Holidays**

Paid holidays for ten, eleven, and twelve-month administrators are as follows:

| | |
|--------------|--------------------------|
| Ten Month | Seven holidays per year |
| Eleven Month | Eight holidays per year |
| Twelve Month | Eleven holidays per year |

Article VIII **Evaluation and Resignation**

- A. The content of the Evaluation Handbook shall be agreed upon by the District and the Association and is part of this Agreement. All Administrator evaluations shall follow the requirements as set out in SDCL Ch. 13-42.
- B. The Human Resources Department will send Administrators a Contract of Employment for the subsequent school year during the month of May. Administrators are required to return the signed Contract of Employment to the Human Resources Department within fifteen (15) days if they intend to return for the subsequent school year. If the contract is not returned by June 15, the District will presume the Administrator does not plan to return.

Any Administrator who wishes to resign, including a request to be released from their contract or retirement, should submit a written statement of resignation to the Human Resources Department. Once submitted to the Human Resources Department the resignation is final and shall be presented to the Board for action.

If an Administrator resigns after they have submitted a signed Contract of Employment, the District may withhold from the Administrator's final paycheck, or collect from the Administrator, the following fixed sums as liquidated damages:

| Effective Date of Resignation | Fine Amount |
|--------------------------------------|---------------------|
| June 15- June 30 | 2% of annual salary |
| July 1-First contract day | 3% of annual salary |
| After first contract day | 4% of annual salary |

Article IX
Assignment and Transfer

A. Involuntary Transfer

In order to make the best use of the capabilities of the administrative staff and to stimulate professional development, the Superintendent has the sole and exclusive right to transfer Administrators from one assignment to another. The intent of this reassignment shall be to serve the best interest of the District. The following guidelines should be observed, if possible, in implementing assignments and transfers.

1. Reassignments should be discussed with Administrators as early in the school year as possible.
2. Administrators considered for transfer shall have full opportunity to express their views about the proposed change and to suggest alternatives.
3. Buildings, and office staffs of buildings, affected by transfers should be notified of changes as soon as practical.
4. Administrators who are assigned to return to an open teaching position for which they are licensed and certified shall retain accumulated benefits comparable to those available to teachers, including teaching and administrative experience credits. Administrators shall be placed on the highest step of the Teacher's salary schedule (However, Row H eligibility will be determined based on the terms in the Teacher's Agreement).

B. Voluntary Transfer

Currently employed Administrators interested in a voluntary transfer shall write a letter to the Superintendent requesting a transfer on an annual basis.

Should the voluntary transfer request be to an open teaching position, the Administrator shall be placed on the highest step of the Teacher's salary schedule (However, Row H eligibility will be determined based on the terms in the Teacher's Agreement).

Article X
Reduction in Force

- A. In the event the Board reduces the number of administrative positions in the District, the Administrators affected shall receive notice from the Superintendent or Designee no later than April 15.
- B. Building Administrators will be reduced on the basis of District seniority as an Administrator, with the least senior Administrator in a position type (elementary principal, elementary assistant principals, middle school principal, middle school

assistant principal, high school principal, high school assistant principal) being reduced. The least senior principal may displace an assistant principal at the same level (high school, middle school, or elementary) if the assistant principal has less District seniority as an Administrator. Central office Administrators are treated as unique positions.

- C. Administrators who are reduced from their administrative positions shall be regarded then as laid-off teachers and be accorded the rights and protections provided to all teachers in the District pursuant to the teacher reduction in force policy, including the right to displace less senior teachers if appropriately certified. Non-certified Administrators reduced under this Article shall be placed in an administrative position for which they are qualified.
- D. Administrators who are reduced will be placed in the first administrative opening for which they are qualified and certified. This placement will take place based on District seniority and prior to hiring any new Administrators. A reduced Administrator who has been placed into another administrative position different than their current position or into the teaching ranks will be offered the first open position from which they were reduced. The call-back period created by this Agreement shall extend for two (2) years from July 1 following the notice of reduction.
- E. If an Administrator is reduced and returns to a teaching position and is recalled to an administrative position within the call back period the time served as an Administrator prior to the reduction shall count for the early retirement benefit as specified in Article XI. The time spent in the teaching position will not count for the early retirement benefit.
- F. Administrators declining an offer of an administrative position will forfeit reentry rights to an administrative position associated with this Article.
- G. The Superintendent, or Designee, will develop a list by position type of Administrators reduced in accordance with this Article, starting with the most senior Administrator by length of service as an administrator in the District. This list will also have noted on it the certification held by the Administrators. This list will be shared with the Association and affected Administrators and updated as necessary.
- H. In the event a vacant administrative position exists following compliance with the foregoing provisions of this Article, the District shall accept applications to fill the position first from those laid-off Administrators currently entitled to be called back. Applications from other persons shall be accepted only if the position remains vacant after consideration of the applications received from reduced Administrators.

Article XI

Early Retirement

Beginning with FY2020, the Early Retirement Benefit will be phased out over a nine-year period. The District shall provide a percentage of the Early Retirement Benefit Phase Out (ERBPO) to any Administrator who satisfies the qualification requirements under Section 'A' of this article. The

District shall provide a District Retirement Benefit under Section ‘New A’ of this Article for all Administrators eligible for the District Retirement Benefit (DRB) as long as the Administrator is not eligible to receive the ERBPO under Section ‘A.’”

A. Early Retirement Benefit Phase Out (ERBPO)

1. Qualifications: Any Administrator who was hired prior to September 1, 2018, has attained the age of fifty-five (55) on or before June 30, and has served the District as an Administrator for ten (10) years may elect early retirement. Upon such early retirement, the District shall provide the Administrator ERBPO consisting of (1) a health benefit in accordance with Section B (the “Health Benefit”) and/or (2) a South Dakota Retirement System Special Pay Plan benefit in accordance with Section C. (the “Special Pay” benefit).
2. The total amount of the Early Retirement Benefit shall equal the following percentage of the average District Administrator’s salary, exclusive of extra pay for extra work salary:

| | |
|-------------------------------------|---|
| District Administrator for 10 years | 74.1% of average District Administrator’s salary* |
|-------------------------------------|---|

| | |
|--|---|
| District Administrator for 15 years or 20 years of service if ten (10) years were served as a District Administrator | 78.7% of average District Administrator’s salary* |
|--|---|

| | |
|--|---|
| District Administrator for 20 years or 25 years of service if ten (10) years were served as a District Administrator | 83.3% of average District Administrator’s salary* |
|--|---|

* The term “average salary” for all years of the ERBPO shall mean the average FY19 Administrator salary inflated at the same rate that the schedule inflates each year.

3. Phase Out Schedule: The year of retirement and the years of administration service in the Sioux Falls School District will be used to determine the percentage of the ERBPO, as determined by paragraph 2, that the retiring Administrator shall receive. The ERBPO amount determined in paragraph 2 of this section will be phased out in accordance with the schedule in Appendix B. If the schedule field is marked “0”, the Administrator is not entitled to the ERBPO under this section.
4. Vacation accrued at the time of retirement shall also be paid as part of the Health Benefit and/or Special Pay Benefit.
5. Prior to an Administrator’s retirement date, the Administrator shall designate in writing the amount of the ERBPO, and accrued vacation time, that is to be applied to the Health Benefit and/or to the Special Pay Benefit up to the amount allowable by law. Upon retirement, such designation cannot be altered by the Administrator or District. If an Administrator elects to apply some or all of the ERBPO to the Health Benefit and terminates health coverage under the District Major Medical Plan or Basic Life Insurance

Plan prior to using the entire amount designated for the Health Benefit, the Administrator shall forfeit the remaining amount (termination includes, but is not limited to any termination event pursuant to Section B). Any remaining sum after the ERBPO is applied to the Health Benefit, and the allowable amount to the Special Pay Plan is exceeded, shall be paid directly to the Administrator in a lump sum.

6. In no event shall any individual be entitled to receive the ERBPO provided by this Article more than once.
7. Entitlement to the ERBPO is subject to the following additional conditions:
 - a. In order to qualify for the ERBPO, an Administrator shall notify the Superintendent in writing not later than February 1 of the Administrator's intention to retire at the end of the then current school year.
 - b. The Superintendent or Designee shall forward the list of early retirees to the Association President within five (5) working days of February 1.
 - c. If an Administrator fails to inform the Superintendent of the intent to retire by February 1, but subsequently wishes to retire early and has met all other requirements of this Article, and if the Superintendent and the Association President support the request, the Board may authorize the Early Retirement Benefit, but the amount shall be reduced by ten percent (10%). Such late requests may be submitted any time prior to August 1.
 - e. No Administrator shall be eligible for the ERBPO unless, in the school year in which retirement is elected, the Administrator has worked the entire contract year, unless that work has been interrupted for reasons of the Administrator's health or other reasons found acceptable to the Association and the Superintendent. The decision with respect to such reasons shall be final and is not subject to the grievance process.
8. In the event an Administrator entitled to the ERBPO dies before receiving the total amount of the ERBPO, such unpaid benefit shall be paid in cash at the time the benefit would have otherwise been provided the Administrator under this Section A to: (i) the beneficiary designated in writing by the Administrator on a form prescribed by the District Finance Office; or (ii) in the event no beneficiary designation has been made, to the estate of the deceased Administrator. Payment by the District in accordance herewith shall fully discharge the District's obligation under this Article. If the Internal Revenue Service issues regulations, or otherwise rules or determines, that the provisions of this Paragraph adversely affect the taxation of the Health Benefit or Special Pay Benefit under the income or employment tax provisions of the Internal Revenue Code, the parties hereto agree to renegotiate the terms of this Paragraph.

New A. District Retirement Benefit (DRB)

1. Qualifications: Beginning Fiscal Year 2020, any Administrator who has attained the minimum age of fifty-five (55) on or before June 30 and has served the District as an Administrator for at least ten (10) years may elect to retire. Upon such retirement, the District shall provide the Administrator retirement benefits consisting of a health benefit in accordance with paragraph 2 (if the Administrator is qualified for such benefit under the provisions of Section B) (the "Health Benefit") and/or a contribution to the South Dakota Special Pay Retirement Program (SDCL Chapter 3-13A) in accordance with Section C (the "Special Pay Benefit"), such benefits collectively referred to as the "District Retirement Benefit."

The District Retirement Benefit shall include:

- a. Five Thousand Dollars (\$5,000) "Retirement Incentive Benefit,"
- b. An additional amount for a retiring Administrator's unused current and accumulated sick leave ("Sick Leave Benefit") calculated as follows:

| <u>Number of Sick Days</u> | <u>Sick Leave</u> |
|----------------------------|-------------------|
| First 50 days (0-50) | \$20.00 per day |
| Second 50 days (51-100) | \$40.00 per day |
| Third 50 days (101-150) | \$60.00 per day |
| Days in excess of 150 days | \$100.00 per day |

The total dollar amount for the Sick Leave Benefit shall not exceed Ten Thousand Dollars (\$10,000).

2. Prior to an Administrator's retirement date, the Administrator shall designate in writing the amount of the DRB, and accrued vacation time, that is to be applied to the Health Benefit and/or to the Special Pay Benefit up to the amount allowable by law. Upon retirement, such designation cannot be altered by the Administrator or District. If an Administrator elects to apply some or all of the DRB to the Health Benefit, and terminates health coverage under the District Major Medical Plan or Basic Life Insurance Plan prior to using the entire amount designated for the Health Benefit, the Administrator shall forfeit the remaining amount (termination includes, but is not limited to any termination event pursuant to Section B). Any remaining sum after the DRB is applied to the Health Benefit, and the allowable amount to the Special Pay Plan is exceeded, shall be paid directly to the Administrator in a lump sum.
3. In no event shall any individual be entitled to receive the DRB under this Agreement, or any prior Agreement, more than once.
4. In no event shall any individual be entitled to receive the DRB and the ERBPO (if eligible for both, the Administrator shall receive the greater of the two).
5. Entitlement to the DRB is subject to the following additional conditions:

- a. No Administrator shall be eligible for the DRB unless, during the school year retirement is elected, the Administrator has worked through the entire school year, unless that work has been interrupted for reasons of the Administrator's health or other reasons found acceptable to the Association and the Superintendent. The decision with respect to such reasons shall be final and is not subject to the grievance process.
- b. In order to qualify for the DRB, an Administrator shall notify the Superintendent in writing not later than February 1 of the Administrator's intention to retire in the current school year. The Human Resources Director shall forward the list of early retirees to the Association President within five (5) working days of February 1. If an Administrator fails to inform the Superintendent of the intent to retire by February 1, but subsequently wishes to retire early and has met all other requirements of this Section New A, and if the Superintendent and the President of the Association support the request, the Board may authorize the DRB, but the total amount of such Benefit shall be reduced by ten percent (10%). Such late requests may be submitted any time prior to August 1.
- c. If the Internal Revenue Service issues regulations, or otherwise rules or determines, that the provisions of this Paragraph adversely affect the taxation of the Health Benefit or Special Pay Benefit under the income or employment tax provisions of the Internal Revenue Code, the parties hereto agree to negotiate the terms of this Paragraph.

B. Health Benefit

1. Any Administrator who is eligible and elects the ERBPO or DRB and is currently enrolled in the District Major Medical Plan or Basic Life Insurance Plan at the time of election may continue to participate in the District's Major Medical Plan or Basic Life Insurance Plan until Medicare eligibility (currently age sixty-five (65)). If the Administrator maintained dependent coverage under the Major Medical Plan at the time of early retirement, the Administrator may continue such coverage. A retired Administrator's coverage under the Major Medical and Basic Life Insurance Plans will terminate at Medicare eligibility (currently age sixty-five (65)). Dependent coverage under the Major Medical Plan shall terminate at the earliest of the dependent reaching age sixty-five (65), the date the retiree is no longer eligible for coverage, or the date the dependent is no longer an eligible dependent.
2. a. The District shall be responsible for payment of the contribution rate for Major Medical and Basic Life Insurance as the Health Benefit to the extent and subject to the terms of Paragraph 1 of this Section. The amount of the Health Benefit provided an Administrator, for the purposes of determining the amount of the Health Benefit, shall be computed at the rate of 102% of the contribution rate charged to then current Administrators, their spouses, and/or dependents.

- b. Once the District has provided the total amount of either 1) ERBPO and accrued vacation, or 2) the DRB and accrued vacation, the Administrator shall be responsible for the payment of Major Medical and Basic Life Insurance coverage, including spouse and dependent coverage, on the same basis and at the rate of 102% of the contribution rate for then active Administrators.
3. An Administrator who is eligible for the ERBPO or DRB may elect continuation coverage under COBRA for other medical benefits provided by the District but shall be responsible for payment of the applicable premium in accordance with COBRA.
4. Continuation coverage for a retired Administrator under this Section shall be administered and subject to the following terms and conditions:
 - a. Coverage under the District Major Medical and Basic Life Insurance Plan also ends for any eligible individual when that person first becomes eligible for any coverage under any other similar group plan due to that person's own subsequent employment or because that person otherwise ceases to be eligible under the District's then current Major Medical Plan (e.g. no longer a dependent) or Basic Life Insurance Plan. This provision shall also apply if the individual becomes eligible for coverage under any other similar group plan (e.g. spouse's plan). Any eligible individual shall have the responsibility of notifying the District of any eligibility for coverage under another group plan.
 - b. If Major Medical or Basic Life Insurance coverage is terminated by an Administrator, his or her spouse or dependent(s), or otherwise lapses for any reason, such Administrator, spouse, or dependent, whose coverage has terminated, or otherwise lapsed, shall not be eligible to later apply for coverage under the plan which coverage terminated or lapsed.
 - c. If the Administrator, or the Administrator's spouse, or dependents, are subsequently employed or otherwise are eligible for coverage under another medical plan, the District will not terminate coverage if the subsequent medical plan excludes or limits coverage for any preexisting condition of the Administrator, or the Administrator's spouse or dependents; provided, however, no coverage shall extend beyond the time limits set forth in Paragraph 1 of this Section. Once the subsequent plan provides coverage for the preexisting condition, the District reserves the right to terminate its Major Medical Plan coverage.
 - d. This coverage also ends if the District no longer provides Major Medical or Basic Life Insurance coverage to its then current Administrators. Furthermore, the District reserves the right to amend, change, or terminate its Major Medical and Basic Life Insurance Plans. As such, the Major Medical and Basic Life Insurance provided to Administrators under this Article will be provided only under the same terms applicable to then current Administrators.

- e. The District retains the right, by action of the Board, to amend or terminate the Major Medical Plan or Basic Life Insurance Plan at any time, including after the retirement of an Administrator. However, the right to amend or terminate the Major Medical Plan shall not, in any way, affect an Administrator's right to claim benefits, or eliminate any claim for benefits to which an Administrator shall have become entitled, prior to the exercise of the District's right to terminate or amend the Major Medical Plan.

C. Special Pay Benefit

The District shall contribute to the South Dakota Special Pay Retirement Program the Special Pay Benefit amount within fifteen (15) business days after the end of the month that includes an Administrator's retirement date. Such contribution shall be subject to the terms and conditions of the South Dakota Special Pay Retirement Program (SDCL Chapter 3-13A) as in effect on the date of contribution, or as subsequently amended. The Special Pay Benefit is an amount equal to the ERBPO or the DRB (plus accrued vacation and any other special pay) reduced by the amount of the Health Benefit to be provided by the District under Section B.

Any money that exceeds the maximum contribution to the SDRS Special Pay Plan shall be paid to the Administrator as a lump sum.

Article XII

Conditions of Employment

A. Professional Dues

Prior to May 1 of each year, Administrators joining professional educational organizations shall submit proof of membership and cost information for joining such organizations to the Superintendent or Designee. Administrators shall be reimbursed one hundred per cent (100%) for dues paid to a maximum not to exceed the amount identified in Appendix A for Professional Dues and Travel.

B. Mileage Reimbursement

Reimbursement for use by an Administrator of his/her personal vehicle on District business will be made by multiplying the miles traveled by the mileage rate authorized by District Policy/Regulation DKC/DKC-R Expense Authorization/Reimbursement. Claims are to be submitted on claim forms distributed by the District Finance Office and may be submitted at the end of October, January, April and June. Administrators traveling between District sites may use the District mileage chart for determining mileage. Odometer readings would continue for mileage not noted on the chart. A trip odometer may also be used for these readings. Requests for reimbursement for the previous year must be submitted to the District Finance Office by July 15.

C. Professional Travel

1. Recognizing that travel to professional meetings and to visit school systems in which programs or developments are of particular interest to this District, the District shall annually budget for administrator professional travel. Such travel helps Administrators keep abreast of current educational issues and trends and provides opportunity for sharing information and ideas with colleagues. Professional travel is a significant part of a District's professional development program.
2. A sum of money, as identified in Appendix A, per Administrator shall be budgeted to fund administrator professional travel and dues each year for the duration of this Agreement.
3. The sum for professional dues and travel shall increase by the Salary Change as defined in Article IV.

D. Emergency School Closing

When schools are closed for reasons of bad weather conditions, Administrators will be expected to report to work unless directed otherwise by the Superintendent.

E. Pay Beyond the Contracted Days

1. Flex Days

Ten-month Administrators shall have five (5) flex days available to perform work during the summer. Acceptable use of flex days includes:

- Hiring;
- District required trainings;
- Preparation for the school year in the ten workdays (or earlier under extenuating circumstances approved by the Assistant Superintendent of Administrative Services) prior to start of contract, but only when the Administrator has remaining flex days available; and
- Other duties as assigned for central Administrators.

Prior to working any flex days, the Administrator must provide written notification to his/her immediate supervisor, and the Superintendent, or Designee, of his/her planned use for all flex days. Any subsequent deviation from that plan also requires notification. The Administrator will receive compensatory time off equivalent to the additional hours worked, which must be taken within the following school year.

2. Non-Flex Days

When the immediate supervisor requests that an Administrator perform work during the summer beyond available flex days, and/or on other non-contract days throughout the school year, the additional time shall be approved by the Superintendent or Designee. The

Administrator will receive compensatory time off equivalent to the additional hours worked. Or, at the discretion of the Superintendent or Designee, the Administrator shall be paid the Administrator's per diem rate from a source as designated by the Finance Office.

3. Carry-over and payout

An Administrator may elect to carry over up to three (3) compensatory days to be used in the next school year. Further, an Administrator may elect to cash-out up to three (3) compensatory days at \$175 per day. Such elections must be made by June 30th.

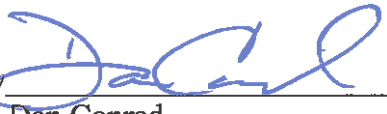
4. New to a position

Administrators new to a position in the District may be given three (3) to five (5) days for preparation before the start of the work year. The number of days given will be determined by the Superintendent or Designee.


Article XIII
Life of Agreement

- A. This Agreement constitutes the entire agreement between the parties and any terms, conditions, statements and representations, oral or written, not contained in this Agreement, shall not be binding on the parties. The content of this Agreement may not be renegotiated during the term of the Agreement, except by mutual consent.
- B. This Agreement shall be effective from the first day of July 2019, through the thirtieth day of June 2022, on language, salary, and benefit items.
- C. In witness whereof the parties have caused duplicate originals of this Agreement to be signed at Sioux Falls, South Dakota, the 24 day of June, 2019.

Administrators

By 
Dan Conrad
Its President

Sioux Falls School District 49-5

By 
Kent Alberty
Its President

By 
Todd Vik
Its Business Manager



Appendix A

Administrator Salary Schedule: 2019-20 241 DAYS

| STEP | A | B | C | D | E | F | G |
|------|---------|---------|---------|---------|---------|---------|---------|
| 1 | 134,617 | 123,864 | 119,054 | 114,244 | 109,715 | 105,755 | 98,964 |
| 2 | 139,329 | 128,200 | 123,221 | 118,243 | 113,556 | 109,457 | 102,428 |
| 3 | 144,205 | 132,687 | 127,534 | 122,381 | 117,530 | 113,288 | 106,013 |
| 4 | 149,226 | 137,307 | 131,974 | 126,642 | 121,622 | 117,232 | 109,704 |
| 5 | 154,448 | 142,112 | 136,592 | 131,074 | 125,878 | 121,334 | 113,543 |
| 6 | 167,449 | 155,113 | 149,593 | 144,075 | 138,879 | 134,335 | 126,544 |

228 DAYS

| STEP | A | B | C | D | E | F | G |
|------|---------|---------|---------|---------|---------|---------|---------|
| 1 | 127,354 | 117,181 | 112,625 | 108,075 | 103,791 | 100,044 | 93,620 |
| 2 | 131,812 | 121,283 | 116,567 | 111,858 | 107,424 | 103,546 | 96,897 |
| 3 | 136,426 | 125,529 | 120,648 | 115,774 | 111,184 | 107,171 | 100,289 |
| 4 | 141,175 | 129,898 | 124,847 | 119,804 | 115,055 | 110,901 | 103,780 |
| 5 | 146,116 | 134,444 | 129,217 | 123,996 | 119,081 | 114,783 | 107,412 |
| 6 | 159,117 | 147,445 | 142,218 | 136,997 | 132,082 | 127,784 | 120,413 |

208 DAYS

| STEP | A | B | C | D | E | F | G |
|------|---------|---------|---------|---------|---------|---------|---------|
| 1 | 116,179 | 106,899 | 102,749 | 98,598 | 94,690 | 91,270 | 85,411 |
| 2 | 120,245 | 110,640 | 106,345 | 102,049 | 98,004 | 94,464 | 88,400 |
| 3 | 124,455 | 114,513 | 110,068 | 105,622 | 101,435 | 97,772 | 91,495 |
| 4 | 128,788 | 118,500 | 113,900 | 109,299 | 104,966 | 101,175 | 94,680 |
| 5 | 133,295 | 122,647 | 117,887 | 113,124 | 108,640 | 104,716 | 97,994 |
| 6 | 146,296 | 135,648 | 130,888 | 126,125 | 121,641 | 117,717 | 110,995 |

Professional Dues and Travel: \$3,200.00

Appendix B

| FY | SF Admin Years at beginning of FY19 | | | | | | | | | 9 |
|---------|-------------------------------------|----|----|----|----|----|----|----|----|-----|
| Retired | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | + |
| 2019 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 100 |
| 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 85 | 85 |
| 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 85 | 70 | 70 |
| 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 85 | 70 | 55 | 55 |
| 2023 | 0 | 0 | 0 | 0 | 0 | 85 | 70 | 55 | 40 | 40 |
| 2024 | 0 | 0 | 0 | 0 | 85 | 70 | 55 | 40 | 25 | 25 |
| 2025 | 0 | 0 | 0 | 85 | 70 | 55 | 40 | 25 | 0 | 0 |
| 2026 | 0 | 0 | 85 | 70 | 55 | 40 | 25 | 0 | 0 | 0 |
| 2027 | 0 | 85 | 70 | 55 | 40 | 25 | 0 | 0 | 0 | 0 |
| 2028 | 85 | 70 | 55 | 40 | 25 | 0 | 0 | 0 | 0 | 0 |